

COLLECTIVE
BARGAINING
AGREEMENT

Between
BEAVER COUNTY
and
BEAVER COUNTY DEPUTY SHERIFFS ASSOCIATION

For The Period
January 1, 2012

To
December 31, 2016

PENNSYLVANIA LABOR RELATIONS BOARD

IN THE MATTER OF ARBITRATION)

BEAVER COUNTY)

and)

BEAVER COUNTY DEPUTY SHERIFFS)
ASSOCIATION)

Case PERA-A-11-428-W

Before:

John McCreary Jr., Esq., Employer-Appointed Arbitrator
Eric C. Stoltenberg, Esq., Union-Appointed Arbitrator
Matthew M. Franckiewicz, Impartial Chairman

Background

This proceeding involves the terms for a successor collective bargaining agreement between the parties.

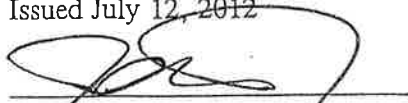
Pursuant to the provisions of Act 195 of 1970, the parties appointed their arbitrators and selected the impartial chairman. The chairman was notified of his appointment by letter from the Pennsylvania Labor Relations Board dated February 3, 2012. A hearing was held on April 24, 2012 at Beaver, Pennsylvania. Executive sessions were held on May 18 and June 21, 2012 at Pittsburgh, Pennsylvania. Based upon the evidence offered and the arguments presented, the following award is issued:

Award

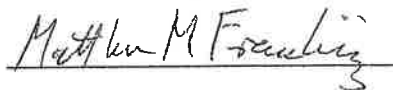
The attached document constitutes the award of the panel as the new collective bargaining agreement between the parties.

It is understood that the signatures of the arbitrators attest to the fact that at least a majority of the panel has concurred on each issue contained in this Award.

Issued July 12, 2012



John McCreary, Jr., Esq.



Matthew M. Franckiewicz
Impartial Chairman



Eric C. Stoltenberg, Esq.

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ARTICLE I

RECOGNITION

1.1 Unit Description

The Commissioners of Beaver County, managerial representatives of County employers (called “County” herein), recognize the Beaver County Deputy Sheriffs’ Association (called “Association” herein) as the sole and exclusive bargaining representative for all full-time and regular part-time security guards, including but not limited to deputy sheriffs; and excluding management level employees, supervisors, first level supervisors and confidential employees as defined in the Public Employee Relations Act. This unit was certified by the Pennsylvania Labor Relations Board in Case no. PERA-R-01-471-W.

1.2 Definitions

- (a) Fulltime Employees A person who is on a regular basis scheduled for Thirty-three (33) hours or more in a work week,
- (b) Part-time employees - A person who is on a regular basis scheduled up to Thirty-three (33) hours in a work week, or whose employment with the County is his secondary source of employment.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Management Rights Defined

The County and the Sheriff shall exercise their management rights, without restriction, except for those specific restrictions imposed by this Agreement. Management rights shall be defined as being matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the Sheriff’s Department, standards of services, its overall budget, utilization of technology, the organizational structure and direction of personnel, including the right to direct the force, to determine manning requirements, to maintain in effect reasonable rules and regulations relative to employee conduct and to make changes in such rules from time to time.

2.2 The Sheriff of Beaver County retains all managerial rights conferred on the office of Sheriff by the County Code. Nothing in this Agreement shall, in any way, affect the Sheriff’s right to hire and select, discipline or discharge, and supervise the Deputies employed by the Sheriff and the County. Any provision of this Agreement that conflicts with any rights of the Sheriff as granted by the County Code shall be null and void.

ARTICLE III
ASSOCIATION RIGHTS

3.1 Contract Distribution

The County agrees to distribute copies of the contract to all new employees and to inform them of the Association's designation as exclusive bargaining agents for wages, benefits, hours and other terms and conditions of employment.

3.2 Association Representatives (Stewards)

The Association shall designate in writing to the Human Resources Director the Association Representatives it has authorized to investigate, present and process grievances. Stewards shall be permitted to engage in grievance investigation, processing and presentation without loss of time or pay, provided that such activity does not interfere with the operations of the Department, provided, however, that the Sheriff or his designee retains the right to order such activity to cease. Permission shall not be unreasonably withheld.

During the term of this Agreement, the Sheriff may permit employees designated by the Association to take time off with pay for Association business at his discretion, subject to the following conditions:

- (a) The time off will not unduly disrupt the operations of the Department;
- (b) No more than 3 days per year (24 hours) will be paid. Such days may be consecutive.
- (c) The Association must identify in writing to the Sheriff (or his designee) and to the County Human Resources Director at least one (1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Association business. Employees so designated shall be paid by the County their straight time earnings, not to exceed eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for calculating overtime pay.
- (d) The Sheriff shall not be required to replace on the schedule any employee so designated by the Association. In the event the Sheriff determines to replace the employee, it is agreed that any employee may be utilized to fill the vacancy, regardless of posted schedule. In no event will the County be required to incur an overtime obligation to replace the designated employee.

3.3 Association Access

The Sheriff and the County agree to permit the Association to have access to the members of the bargaining unit when the Association official indicates his presence to the Human Resources Department and to the Sheriff or his designee, and the access does not result in an interruption of work. The Association will be permitted to utilize space on three (3)

bulletin boards in the Courthouse and one (1) bulletin board in the Sheriff's Department.

3.4 Association Use of Facilities

The Association shall be permitted the use of courtroom facilities, for association meetings, by request to the Court Administrator made in writing, at least five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

3.5 Association Information

The County will supply non-confidential information to the Association for purposes of allowing it to bargain collectively and to handle grievance and arbitration matters.

ARTICLE IV

ASSOCIATION SECURITY

4.1 Employee Association Membership

All employees who are members of the Association as of the date of this Agreement, and all employees who hereafter become members of the Association shall, as a condition of their employment, maintain their membership in the Association in good standing for the duration of this Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the County by the Association to such effect, obligate the Employer to discharge such person.

4.2 Dues Deduction

The County agrees to deduct monthly Association dues and/or uniform assessments of the Association from the first pay each month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Association on or before the end of the month for which the deduction is made. An employee shall have the right to revoke such authorization by giving written notice to the County and Association during the period fifteen (15) days prior to expiration of the Agreement.

4.3 Resignation from the Association

Employees who are, or may become members of the Association, may resign from the Association during the period of fifteen (15) days prior to the expiration of this Agreement, in accordance with the provisions of the Public Human Resources Act.

4.4 Fair Share

Fair share shall be paid by any unit employee who does not join the Association. Administration of this section shall be in conformance with the Pennsylvania law.

4.5 Hold Harmless

The Association shall defend and hold the County and its representatives harmless from any and all claims or litigation of any kind arising out of any action or inaction by the County or any County representative to comply with the provisions of the Article.

ARTICLE V

SCHEDULING AND OVERTIME

5.1 Scheduling and Shift Selection

The normal work week for full-time deputy sheriffs shall consist of five (5) days, scheduled so as to permit senior employees to work such days consecutively, if possible. Schedules for all deputy sheriffs shall be posted 28 days in advance, with the understanding that all schedules are subject to change as determined by the Sheriff. Subject to the operational needs of the Department and Management's approval, it is agreed that senior deputies may select their shifts and schedules in accordance with their seniority. There will be 1 pick on the midnight shift and 2 picks on the 4-12 shift as long as these shifts are scheduled. Management's approval will not be unreasonably withheld.

Part-time deputy sheriffs will be scheduled in such a manner as to supplement the full-time complement, consistent with the operational needs of the Department.

5.2 Work Week

- (a) The normal work week for full-time deputy sheriffs shall consist of five (5) consecutive work days.
- (b) The work week shall begin at 12:01 A.M. Sunday morning, or the shift changing time closest thereto.

5.3 Overtime

- (a) For employees scheduled to work on an eight (8) hour per day schedule, overtime shall be paid at the rate of time and one-half (1 ½) for all hours worked over eight (8) in a day or forty (40) in a week.

For employees scheduled to work on a schedule in excess of eight (8) hours per day, overtime shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of those scheduled. For example, an employee scheduled to work 10 hours but who actually works 12 will receive two (2) hours of overtime premium.

There shall be no pyramiding of overtime.

- (b) The practice with respect to call-outs for overtime opportunities, and equalization of overtime, shall be continued, with the exception that Deputies who are on vacation will be eligible for overtime call-out, unless they inform

Management in advance that they do not wish to be called. A Deputy on vacation who refuses, an overtime opportunity will be charged with a refusal for overtime equalization purposes unless he has informed Management of his desire not to be called while on vacation.

Extra work details for outside agencies, which are reimbursed to the County, shall continue to be distributed among Deputy Sheriffs as in the past.

(c) Management shall provide to the Association, on a routine basis, the overtime hours worked by Deputies. The Sheriff shall endeavor to distribute overtime as equitably as possible, taking into consideration the circumstances of the case.

(d) For purposes of this section, a holiday shall be treated as time worked.

5.4 No Overtime Refusal

No employee shall be justified or warranted, without valid reason, to refuse overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of an emergency.

5.5 Call Out

Any employee called to work, or who is called back to work after completing his regular day's work, shall be guaranteed three (3) hours pay at the appropriate rate. This section shall apply to call-outs for court appearances.

5.6 On-Call Pay

Full-time deputy Sheriffs who are required by the Sheriff to be on call shall be compensated \$225.00 per week. In the event the Midnight shift is eliminated, a deputy shall be designated as on call for each week the Midnight shift is not worked.

5.7 Coffee Break

Each employee is entitled to a fifteen (15) minute break during each one-half (1/2) work shift.

ARTICLE VI

SENIORITY

6.1 Seniority

A. Seniority is defined herein as the date that the employee starts work as a Deputy Sheriff in the bargaining unit. Seniority shall be accumulated during absences due to illness, layoff or leave of absence as long as it is not terminated in accordance with other provisions of

this Agreement.

B. There shall be two separate seniority lists, one for full-time Deputies and one for part-time Deputies. Seniority credit on each list begins to accumulate on the first day of employment as either a full-time deputy or as a part-time deputy.

6.2 Promotions

Promotion from part-time status to full-time status shall be at the discretion of the Sheriff.

6.3 Reductions in Force

In the event of a reduction in force, part-time deputies shall be laid off first, beginning with the most junior deputy. This application of seniority shall extend also to reductions in regularly scheduled work hours. Junior deputies shall have their hours reduced before senior deputies are affected.

Full time deputies shall only be furloughed after the furlough of all part time deputies. In the event this occurs, the furlough of full time deputies shall be by inverse order of seniority.

6.4 Recall

A. Laid off Deputies shall be recalled in reverse order in which they were laid off.

B. Recalled Employees shall receive the benefit of any step progression unless laid off for Six (6) months or more. In this event, such employee may be required to work Six (6) months after recall before receiving the benefit of the step progression.

6.5 Seniority Broken

A. Seniority shall be broken and employment terminated for any of the following reasons:

1. An employee quits or resigns, retires or is promoted out of the bargaining unit;
2. An employee is discharged;
3. An employee is laid off for a period in excess of Twenty-four (24) consecutive months or a period equal to the amount of active employment of the employee, whichever is lesser;
- 4 (a) Absence due to non-work related injury or sickness of Twenty-four (24) months.

(b) In cases of absence due to work-related injury or sickness, seniority shall be broken and employment terminated if the County or the Sheriff determines that the disability is permanent, meaning of a lasting and indefinite duration such that

the Deputy will not be able to return to work in the foreseeable future. In such cases, the Deputy shall be notified of the intent to terminate his employment, and may challenge the decision that his disability is permanent.

B. A deputy who returns to the bargaining unit after incurring a break in service under Section 6.5(A) shall be credited for seniority purposes under this Agreement with all prior bargaining unit time.

6.6 Vacation Calculation

For purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.

6.7 Part-Time Seniority

For the purpose of this Article, regular part-time employees who are regularly scheduled to work more than two days a week shall receive One (1) day of continuous service credit for each Two (2) days of part-time service. Under no circumstances can a part-time employee bump or exercise seniority rights ahead of a full-time employee. Full-time employees facing reduction may bump part-time employees or elect lay off. The County may use work hours to determine service and seniority if this is easier to track.

6.8 Appointment of Deputies

Section 1205 of the County Code governs the appointment and removal of Deputy Sheriffs and is incorporated by reference herein.

6.9 Association Membership Records

The County agrees to provide the Association, within two (2) weeks after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement, with their lengths of service with the County and as Deputy Sheriffs. The list shall be updated as required to reflect personnel actions.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Disputes Jurisdiction

All disputes otherwise arbitrable between the Employer and the Union, or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation, and all disputes involving eligibility for heart and Lung Benefits as described in the Enforcement Officer Disability Benefits Law, 53 P.S. § 637, shall be settled in accordance with the following grievance procedure:

STEP ONE: All grievances must be initiated within fifteen (15) days of the alleged occurrence. It shall first be discussed orally, by the grievant and/or his steward and the employee's immediate supervisor. The supervisor must give his/her answer within seven (7) calendar days of such meeting.

STEP TWO: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance to writing and give or send a copy of the same to the Sheriff or his designee, to the Director of Human Resources and to the Union within fifteen (15) calendar days after receipt of the Step One answer. The Sheriff or his designee, the Director of Human Resources and an Association officer or steward shall meet in an attempt to settle the dispute. A written answer must be given to the grievance within seven (7) calendar days after such meeting.

STEP THREE: In the event no agreement is reached at Step Two, then the Association may, upon written notice, appeal the grievance to arbitration within fifteen (15) calendar days after receipt of the Step Two answer. The County and the Association shall then promptly attempt to mutually agree upon an impartial Arbitrator within seven (7) calendar days after the notice of appeal to arbitration. If the County and the Association are unable to mutually agree upon an impartial Arbitrator within fifteen (15) calendar days, then they shall request the American Arbitration Association to submit a panel of Seven (7) names of suggested Arbitrators. The parties shall then select the impartial Arbitrator from such list until but One (1) name remains. The County shall strike the first name.

The decision of the impartial Arbitrator shall be final and binding on all matters within his jurisdiction. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement, or by the terms of the Heart and Lung Act, and shall have no authority whatsoever to modify its terms. The Arbitrator shall have no jurisdiction or authority to interfere with the managerial rights of the Sheriff as conferred by the County Code.

The expense of the impartial Arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the County and the Association.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Membership Update on Association Employees Records

The County agrees to provide the Association with a regular monthly notice of all new appointments, (and their address), promotions, resignations and retirements affecting employees within the bargaining unit.

8.2 Safety Clause

No employees shall be required to work under conditions that are unsafe or hazardous.

However, it is agreed that all employees shall perform the work first and then grieve the determination of 'unsafe or hazardous' conditions, unless there is a clear and present threat to the employee's safety. This provision is not intended to prevent the employer from assigning public safety responsibilities to employees such as Deputy Sheriffs as in the past.

8.3 No Strike/No Lockout

It is understood that there shall be no strike or lockout during the life of the Agreement.

8.4 Pension Meetings

The Association shall notify the County of the employees selected to observe meetings concerning the pension system and to receive reports concerning same.

8.5 Part-time Benefits

Regular part-time employees who are regularly scheduled to work more than Two (2) days a week, and who are eligible, will receive no fringe benefits other than pro-rata vacation and sick leave.

ARTICLE IX

DISCIPLINARY ACTION

9.1 Employee Discipline

Employees may be disciplined by the Sheriff or his designee in accordance with the Sheriff's rights under the County Code. If practicable, the Association and the Employee shall be notified and the reasons for the discipline provided, in writing, to the Association and the Employee prior to the imposition of any suspension, discharge, or other disciplinary action.

ARTICLE X

EVALUATION AND PERSONNEL FOLDERS

10.1 Personnel File Access

Employees within the bargaining unit will have the right, upon request, to review the contents of their personnel file. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become a part of his personnel file.

10.2 Personnel File Maintenance

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement

with its contents. The reading and acknowledgment of such material shall take place in the presence of the Human Resources Director or his designee. The employee shall have the right to answer any material so filed and his answer will become a part of his personnel file.

ARTICLE XI COMPENSATION

11.1 Wage Rates

A. Wage rates for members of this bargaining unit shall be as set forth on the attached Appendix A.

B. Effective January 1, 2013, Sergeants whose positions have been duly authorized by the County Salary Board shall be paid an additional Fifty cents (\$0.50) per hour above their regular hourly rate.

C. In the event that the County Salary Board authorizes the creation of additional ranks within the bargaining unit, the parties will negotiate a rate for same.

ARTICLE XII SHIFT DIFFERENTIAL

12.1 In addition to their regular wages, all employees (full-time and part-time) shall receive a differential of Fifty-five cents (\$0.55) per hour for all worked on their shift, provided they work Fifty percent (50%) or more of their hours between 3:00 p.m. and 7:00 a.m. The shift differential shall increase to Sixty-five cents (\$0.65) per hour on January 1, 2013.

ARTICLE XIII EXPENSES

13.1 Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

13.2 (a) Meal Allowance

Unless otherwise provided herein, meal allowance for deputies shall be in accordance with the County's Travel Policy, as it may be amended from time to time. All reimbursements are subject to the terms of the Travel policy. Local travel is defined as travel that does not require an overnight stay and is not over 100 miles radius from the Beaver County Courthouse.

(b) Overnight Travel Allowance

Full-time and part-time sheriff's deputies shall continue to receive the currently effective meal reimbursement and overnight travel allowances. Effective January 1, 2013, the reimbursement for meals on overnight trips shall be \$60.00 per day, inclusive of tips.

On trips which exceed 250 miles one way, deputies may elect to stay overnight subject to prior approval by the Sheriff which shall not be unreasonably withheld.

In addition, two Deputy Sheriffs shall be scheduled for any out-of-County trip for the purpose of rendition, extradition or transporting of prisoners, except for trips to the following destinations: Ellwood City (Lawrence County); Zelienople (Butler County); Cranberry (Butler County); and Sewickley (Allegheny County).

13.3 Canine Control Officers

Full-time deputy sheriffs, who are designated by the County as Canine Control Officers will be reimbursed \$10.00 a day when they are required to care and feed the canine.

13.4 Uniform and Weapon Allowance

The County shall provide deputy Sheriffs with an annual clothing allowance in the following amounts during the term of this Agreement:

Full Time \$675

Part Time 1/1/2013 -- \$500

1/1/2015 -- \$550

Permissible items are listed in appendix B. Vendor for these items must be approved by the Sheriff.

Law enforcement quality Kevlar vests or similar protective gear shall be provided to all deputies at the time of hire and shall be replaced in accordance with the manufacturer's warranty recommendations. Any part-time deputy who leaves the Department before one year will be required to repay the cost of the Kevlar vest to the County.

The County shall permit a retiring Deputy to purchase his/her duty weapon. Purchase shall be by the Beaver County Deputy Sheriffs' Association, and shall be accomplished by the Association purchasing a replacement weapon of the same make and model and donating same to the County. This shall apply to both full and part time Deputies.

ARTICLE XIV

HOLIDAYS

14.1 Holidays Recognized

The following days shall be recognized as paid holidays for all employees:*

New Year's Day	Martin Luther King, Jr. Day
President's Day	Good Friday
Easter Sunday (only if worked)	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
General Election Day	Thanksgiving Day
Day after Thanksgiving	Christmas
Calendar Day after Christmas (or such workday as the parties may agree)	

Note: Flag Day has been removed as a holiday and an additional personal day has been added.

14.2 Holiday Pay

If an employee works on any one of the days set forth in Section 14.1, he shall receive his holiday pay, plus Time and One-half (1 1/2) for all hours worked.

Part-time deputies who work on a holiday shall receive time and one-half (1 1/2) for all hours worked on the holiday. Part-time Deputies are not otherwise entitled to receive holiday pay.

Easter Sunday is a holiday only if worked. Employees who work Easter Sunday will be paid in accordance with this Section.

14.3 Holidays and Schedules

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operation requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off, as schedules will permit, or be compensated at the rate set forth in Section 14.2.

14.4 Holiday Credits

Any employee on sick leave or vacation who would otherwise be entitled to a paid holiday shall not have the holiday charged against his sick leave or vacation credit.

14.5 Holiday Absences

All employees must be in compensable status on the day preceding a holiday and the day succeeding a holiday in order to be paid for the holiday. Any absence on these days must be reported to the Office of the Human Resources Director before 9:00 a.m. on the day of absence.

14.6 Holiday Determinations

For employees regularly scheduled on a Monday through Friday schedule, when a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

For other employees, the holiday shall be observed on the actual date set for the holiday.

ARTICLE XV

VACATIONS

15.1 Vacation Ranges

A.1. All regular full-time employees shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
6 months 1 year	1 week*
1 year less than 4 years	2 weeks
4 years less than 8 years	3 weeks
8 years less than 10 years	4 weeks
10 years less than 12 years	4 weeks, 2 days
12 years less than 15 years	4 weeks, 4 days
15 years and over	5 weeks

*This provision only applicable to employees hired between January 1 and May 1.

2. Employees hired on or after January 1, 2010 shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
0-12 months	1 week
13 months to 76 months	3 weeks
77 months +	4 weeks

B. All regular part-time employees shall receive the following vacations with advance pay, provided they have worked at least 1664 hours in the previous year:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 year but less than 4 years	40 hours
4 years but less than 8 years	56 hours
8 years and over	80 hours

In the event that the employee works less than 1664 hours in the previous year, the following formula will be used to calculate vacation entitlement:

Hours worked (divided by) 1664 (multiplied by) vacation entitlement based on years of service (e.g. 40, 56 or 80 hours).

This formula will set the vacation entitlement of such part-time employees for the year, with partial numbers rounded to the nearest whole hour.

C. For purposes of this Section, paid leave shall count as hours worked for vacation entitlement. Unpaid leave, with the exception of military leave, does not count.

15.2 Vacation Earned

Vacation entitlement is based on continuous service with the County and is earned as of the employee's anniversary date. Vacations are considered earned as of January 1 of each calendar year; however, if the employee ceases employment in the year in which additional vacation is earned, and terminates employment prior to the anniversary date then, if the additional vacation has been used, the employee shall reimburse the County for the unearned vacation.

15.3 Vacation Scheduling

Each February 1, the County shall supply vacation preference forms to employees. Vacations shall be granted at the time requested by the employee, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County shall be given the choice of vacation period in the event of any conflict in the selection, provided the form is returned by March 1.

The employees must pick their vacation by March 1 of each year. Employees who do not pick their vacation by March 1 will be permitted to pick vacations on a first come, first served basis, provided that this vacation does not interfere or limit the departmental needs, with seniority as the tie breaker in case of disputes between employees.

15.4 Vacation Credit

If a holiday occurs during employee's vacation period, such employee, at his option, shall be either entitled to an additional day's pay in addition to his regular vacation pay or to an additional day off with pay at a time mutually agreeable between the County and the employee.

15.5 Termination Notice

Employees must work out a Two (2) week notice prior to termination or forfeit accrued vacation.

ARTICLE XVI

JURY DUTY

16.1 Jury Duty Compensation

Any employee who has been called to jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury duty. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a jury notice of summons and the amount of pay received for such service.

16.2 Jury Duty Notification

When an employee receives notice that he is to report for jury duty, he shall notify his appropriate Department Head immediately after the employee receives notice.

16.3 Jury Duty Status

An employee on jury duty shall be considered the same as being at work.

ARTICLE XVII

BEREAVEMENT LEAVE

17.1 Days Permitted

In case of death in the immediate family, three (3) consecutive days, with pay, will be granted to full-time employees at straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, grandfather, parent-in-law, brother-in-law, sister-in-law, step-parents and step-children.

Part-time employees shall receive bereavement leave as outlined above, provided that they shall receive paid leave only if scheduled to work on the days taken.

17.2 Near Relatives

In the event of death of other near relatives, one day (1) off with pay, at straight time rate, will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's regular work day. Near relatives are defined as aunt, uncle, niece, nephew, and first cousin.

Part-time employees shall receive one (1) day of leave with pay, which shall be the day of the funeral or other memorial service, provided that they are scheduled to work on that day.

17.3 Bereavement Travel

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the Sheriff.

ARTICLE XVIII

SEVERANCE NOTICE GUARANTY

18.1 Termination Notice

The Association and all employees affected shall receive Thirty (30) days calendar notice of layoff. If such notice is not provided the employee shall receive Four (4) weeks pay in lieu of the notice.

ARTICLE XIX

SICK LEAVES, ABSENTEE CONTROL and PHYSICAL EXAMINATIONS

19.1 Sick Day Computation

Each employee, effective January 1, shall receive Ten (10) sick days per year. New employees shall receive Five-sixths (5/6) day per month.

19.2 Sick Day Accumulation and Allowance

Employees may accumulate sick leave up to a maximum of one hundred fifty (150) days.

Employees, after accumulating more than fifty (50) sick days, may sell back to the County ten (10) sick days, per year, and shall receive payment at the rate of fifty percent (50%) of his current hourly rate for each sick time hour sold back.

The yearly computation for sick day accumulation and allowance shall be from December 1 of a calendar year to November 30 of the following calendar year.

At retirement, employees may sell back to the County their unused, accumulated sick days at fifty percent (50%) of their then current hourly rate. Accumulated sick leave for a deputy killed in service shall be purchased by the County at one hundred percent (100%) of the deceased deputy's then current hourly rate.

19.4 Employee Examinations

If in the judgment of the County or the Sheriff, an employee does not appear able to physically perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

ARTICLE XX

INSURANCE

20.1 Hospitalization Plan

Effective January 1, 2007, or as soon as administratively practicable thereafter, the County shall provide hospitalization benefits through their “home host” model as provided to other County employees.

20.2 Physician Services

Effective January 1, 2007, or as soon as administratively practicable thereafter, the County shall provide physician service benefits through Intergroup/Health Coalition Partners, or such other physician network as it shall determine.

Co-pays for physician services shall be \$10 for each primary care visit and \$15 for each specialist visit.

20.3 Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

20.4 Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

20.5 Employee Benefit Coverage Contribution

Effective January 1, 2011 each employee covered by the County’s Benefit program for Hospitalization and Physician services shall contribute one and one-quarter percent (1.25%) of the base wage.

Effective January 1, 2014, and for the duration of this Agreement, each employee covered by the County’s Benefit program for Hospitalization and Physician services shall contribute two percent (2.0%) of the base wage toward the cost of such coverage.

Employees absent for an extended period shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made.

Deputies electing not to be covered by the County’s program for Hospitalization and Physician services shall be permitted to opt-out of such coverage with proof of alternative coverage. Deputies so electing shall receive \$200 after three (3) months, and \$100/month thereafter for as long as the deputy declines coverage from the County. This provision shall be void if inconsistent with applicable law.

20.6 Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from a mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as defined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

	Retail (30 day supply)	Mail Order (90 day supply)
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-preferred Brand	\$25	\$40

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

20.7 Life Insurance

A. The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand dollars (\$30,000.00).

B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty dollars (\$2,750.00).

20.8 Sickness and Accident Insurance

A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty-six per cent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefits shall be for twenty-six (26) weeks. Employees on FMLA will use sick day bank down to twenty (20) days.

B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.

C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

20.9 The County may at any time during the term of this Agreement provide the benefits described herein with any other network and/or provider.

ARTICLE XXI
LEAVES OF ABSENCE

21.1 Military Leave

Any employee entering military service shall have re-employment rights and pay in accordance with the Federal and State statutes pertaining to such military service.

21.2 Parental Leave

Effective July 25, 1997, employees may use up to Four (4) weeks of accrued sick leave for the birth of a child or adoption; this leave is considered to be FMLA leave.

Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and /or privileges under this contract shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, childbirth, and/or recovery from any of the aforesaid in the manner without discrimination, as applied to all other sickness and disabilities.

21.3 Sickness Leave

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to employees who are unable to work due to such employee's own non-occupational sickness or accident.

The leave may extend up to a maximum of One (1) year, and may be for any shorter period which is mutually agreeable by the parties.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's hospitalization-surgical program, and the County's dental program, for a period of Six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

Employees receiving sickness and accident benefits or unpaid leave of absence will not accrue sick days, vacation days, holidays or personal days.

The FMLA Policy attached hereto as Attachment 2, revised to comport with changes to the law, shall be effective for the duration of this Agreement.

ARTICLE XXII
PERSONAL DAY

22.1 Definition

Each full-time employee shall be allowed Three (3) paid days, per year, for personal use, provided Twenty-four (24) hours' notice is given to the Sheriff.

22.2 Personal Attendance Bonus Days

If a full-time employee has perfect attendance for the period from December 1 through May 31, such employee shall receive a bonus personal day to be taken in the following six (6) months.

If a full-time employee has perfect attendance from June 1 to November 30 of any year, such employee shall receive one bonus personal day to be taken in the next six (6) months.

If a full-time employee has perfect attendance for the period from December 1 of any year through November 30 of the following year, such employee shall receive a third additional bonus personal day to be taken in the next six (6) months.

ARTICLE XXIII

NON DISCRIMINATION

23.1 Non-Discrimination

No employee, covered by this Agreement, shall be discriminated against because of membership in the Association or activities on behalf of the Association. Neither the Employer nor the Association shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex, status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

23.2 Political Discrimination

No employee shall be reduced in rank, terminated, laid off, or suffer a loss of any benefit of employment because of political activity or inactivity. All employees agree to carry out all policy decisions of elected officials as soon as such decisions are communicated to the employees.

ARTICLE XXIV

EDUCATION COMMITTEE

24.1 Committee Organization/Funds

There shall be an Education Committee, composed of Two (2) representatives of the County and Two (2) representatives of the Association, which shall administer an education fund for employees in the unit covered by this contract. The County shall make available to this fund an amount not to exceed Thirty-five Hundred dollars (\$3,500.00).

The purpose of this fund shall be to pay tuition, fees or other charges for courses, seminars or similar activities which are related to an employee's job duties, at the County, and are intended to maintain or improve skills of all Deputy Sheriffs.

ARTICLE XXV

MISCELLANEOUS

25.1 The Workplace Harassment Policy attached hereto as Attachment 3 shall be a part of this Agreement

ARTICLE XXVI

SEPARABILITY AND SAVINGS CLAUSE

26.1 Separability Clause

If any Article of this Agreement should be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

26.2 Savings Clause

In the event that any Article or Section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step Three, in accordance with the grievance procedure.

ARTICLE XXVII

TERM OF AGREEMENT

27.1 Length of the Contract

The term of this Agreement shall be from the date of the arbitration award, retroactive to January 1 2012, except as otherwise noted, to December 31, 2016, and shall continue thereafter unless either party notifies the other of its desire to modify or change the Agreement in accordance with the Pennsylvania Public Employee Relations Act, Act 195 of 1970, 43 P.S. 1001.101 *et seq.*

Appendix A – Wage Scale

		0-1	1-5	6-10	11-15	16+	20+	
	Full-time							
0	2012	\$23.66	\$25.45	\$26.81	\$55,770	\$60,884	\$29.98	\$62,353
2.75%	2013	\$24.31	\$26.15	\$27.55	\$57,304	\$62,559	\$30.80	\$64,067
3.00%	2014	\$25.04	\$26.93	\$28.38	\$59,023	\$64,435	\$31.73	\$65,989
3.00%	2015	\$25.79	\$27.74	\$29.23	\$60,794	\$66,368	\$32.68	\$67,969
3.25%	2016	\$26.63	\$28.64	\$30.18	\$62,770	\$68,525	\$33.74	\$70,178
	Part-time							
	2012	\$16.95						
	2013	\$16.95	\$17.95	\$18.95			\$20.95	
	2014	\$16.95	\$17.95	\$18.95			\$20.95	
	2015	\$16.95	\$17.95	\$18.95			\$20.95	
3.00%	2016	\$17.46	\$18.49	\$19.52			\$21.58	

Existing Part-time longevity payment is eliminated effective 1/1/2013

APPENDIX B

APPROVED UNIFORM/EQUIPMENT LIST

Clothing

1. Horace Small Short Sleeve Uniform Shirt / Navy Blue w/Shoulder Patches / Model 960NP
2. Horace Small Long Sleeve Uniform Shirt / Navy Blue w/Shoulder Patches / Model 920NP
3. Horace Small Uniform Pants / Navy Blue w/Black Pipping / Model 909
4. Elbeco Summit Uniform Jacket / Navy Blue w/Shoulder Patches
5. Blauer 6120 / Light Weight Jacket / Navy Blue w/Shoulder Patches
6. Elbeco Turtle Neck Shirt / Black
7. Neese Full Length Rain Coat / Black & Neon Green
8. Neese Rain Hat Cover / Black & Neon Green
9. Five Star Midway Uniform Hat / Navy Blue w/Solid Wool Cover
10. FlexFit Baseball Cap - Official Class Hat w/Mini Patch – **Inner Office Purchase**
11. Blauer Model 125XCR Watch Cap w/Windstopper Lining
12. Gloves: Hatch FriskMaster / Hatch Resister / Hatch Guardian
13. Leather Pants Belt / Black / Basket Weave
14. Boots: Rockey / Danner / Magnum / Smooth Leather Toe / **Must be able to accept shine**
15. Blauer Commando Sweater / Navy Blue / V Neck w/Shoulder Patches
16. Name Plate / Silver / Single Line / 2" / Black Lettering
17. Uniform Tie / Navy Blue / Clip or Velcro
18. Class C Uniform Shirt / Short Sleeve / Navy Blue / Fechheimer Command Wear / 65/35 Polyester-Cotton Twill
19. Class C Uniform Shirt / Long Sleeve / Navy Blue / Fechheimer Command Wear / 65/35 Polyester-Cotton Twill
20. Class C Uniform Pants / Navy Blue / Fechheimer Command Wear / 65/35 Polyester-Cotton Twill
21. Collar Brass - **BCSO** / 1/4" / Silver
22. Collar Brass - **DEPUTY** / 1/4" / Silver

Duty Belt Gear

23. Safariland Leather Duty Belt / Silver Square Belt Buckle / Basket Weave / Mod 87
24. Safariland Leather Holster / Model 295 / Silver Snap / Basket Weave
25. Safariland Leather Double Magazine Holder / Silver Snaps / Basket Weave / Mod 77
26. Safariland Leather OC Holder w/Flap / Silver Snap / Basket Weave
27. Safariland Leather Handcuff Case / Open Top / Basket Weave / Mod 090
28. Safariland Leather Belt Keepers / Silver Snap / Basket Weave / Mod 63
29. Safariland Leather Flashlight Holder w/Flap / Silver Snap
30. Safariland Leather Latex Glove Pouch / Mod 33
31. Safariland Leather Radio Pouch / Mod 763 / Black / Basket Weave

- 32. Leather Silent Key Keeper
- 33. 16" or 21" ASP Extendable Baton / Steel / Black
- 34. ASP Rotating Sidebreak Scabbard
- 35. Handcuff Key
- 36. Smith & Wesson Handcuffs / Silver
- 37. Phase IV OC Spray / Foam
- 38. Streamlight Stinger Flashlight w/charger / Metal / Black / Spare Bulbs

39. Battery for Streamlight Stinger Flashlight
 40. Nylon Duty Belt / Uncle Mikes
 41. Nylon Handcuff Case / Uncle Mikes
 42. Nylon OC Spray Holder / Uncle Mikes
 43. Nylon Flashlight Holder / Stringer Flashlight / Uncle Mikes
 44. Molded Plastic Belt Keepers / Uncle Mikes
 45. Nylon Double Magazine Holder / Uncle Mikes
 46. Nylon Silent Key Holder / Uncle Mikes
 47. Nylon Radio Pouch / Uncle Mikes
 48. Safariland 6004 Holster / Fits Glock 22 w/ M3 Tactical Illuminator
- The above item is for the belt carry NOT the thigh carry*
49. Leatherman Multitool
 50. Safariland Leatherman Multitool Pouch w/Flap / Basketweave
 51. Streamlight M3 Tactical Illuminator Weapons Light for New Generation Glock 22 w/Spare Bulbs / Lithium 3v Batteries For Light

Patrol / Duty Gear

52. Streamlight Flashlight / SL-20X w/charger / Black / Metal w/Spare Bulbs
53. Battery for Streamlight SL-20X Flashlight
54. Traffic Vest / Neon Green / Blauer / Mod 339 / **SHERIFF**
55. Duty Equipment Bag / Black
56. Portable Radio Battery
57. Portable Radio Antenna
58. Lapel Microphone For Portable Radio
59. Silent Ear Bud w/attachment For Lapel Microphone
60. CPR Pocket Mask w/One Way Valve
61. Off Duty Holster / Glock 22 / Gould & Goodrich / 3 Slot / Pancake Holster / Black
62. Off Duty Cuff Ammo Holder / Glock 22 / Gould & Goodrich / Padleback / Black
63. Blackington Flat Wallet Badge / Model B2179
64. Blackington Badge ID Case / Model # 1

Emergency Service Unit

Applies Only To Personnel Assigned To The Unit

65. Olive Drab Green Two (2) Pocket Shirt, Long Sleeve – Class D Uniform
66. Olive Drab Green Six (6) Pocket Pants – Class D Uniform
67. Blackhawk Nomex Hood, Double Layer
68. Blackhawk Nomex, Olive Drab Green Aviator Gloves w/Leather Palms
69. Blackhawk Gloves SOLOG / Black
70. Safariland 6004 Holster / Thigh Holster for Issued Glock Model 35 w/M3 Light
71. HydraStorm Hydration System, Olive Drab Green
72. HydraStorm Tactical Tube Cover
73. HydraStorm Gas Mask Tube Connector
74. Waterproof Sniper Data Book

ATTACHMENT 1

BEAVER COUNTY ABSENCE CONTROL PROGRAM

Policy: Beaver County shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

I. Responsibility to Report Off

A. All employees shall report off to the person designated by his/her Office or Department prior to the start of the shift, unless circumstances (e.g., severe illness, incapacity, etc.) prevent them from so doing.

B. The employee must speak to the designated person when reporting off, unless different arrangements have been made in advance by the Office or Department management.

C. Failure to report off in the proper manner shall result in disciplinary action as set forth below.

D. Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered a "no show" and will result in the following disciplinary action:

1. First offense – oral warning.
2. Second offense – written warning.
3. Third offense – three (3) day suspension.
4. Fourth offense – discharge.

Employees affected by changes to the posted schedule shall be notified promptly by Management.

II. General Rules for Sick Time

A. Written Verification shall be required for sick time of more than three (3) consecutive scheduled days, or when sick time is used in conjunction with scheduled days off, vacation time or holidays in a manner that suggests that abuse is occurring (see below). The verification shall come from a physician or other health care provider and shall at minimum - describe the medical or physical facts and/or condition for which the employee sought consultation or treatment.

B. Discipline under this policy will usually be progressive. In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. Patterned illness or

tardiness may be demonstrated, for example, by evidence that sick days are consistently used in conjunction with vacation, holidays or other days off. The total circumstances of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made. At the end of that discussion, Management will determine whether to issue discipline in accordance with the progressive disciplinary policy set forth above.

C. Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that suspension without incurring an additional infraction, he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning (Step 1 of the policy).

D. Management reserves the right to impose greater discipline than called for under the progressive disciplinary schedule in response to severe abuses of the absenteeism policy.

E. All discipline issue in connection with the Absence Control Program shall be subject to the contractual grievance procedure.

ATTACHMENT 2

FAMILY AND MEDICAL LEAVE POLICY

PURPOSE:

This Policy is intended to address situations arising under the Leave of Absence provisions of the County's labor agreements with the SEIU, and under the Family and Medical Leave Act (FMLA). Its purpose is to outline the conditions under which an employee and/or the County may:

- request leave;
- determine eligibility for leave; and
- designate an absence/leave as

leave under the FMLA and under the Leave of Absence provisions contained in collective bargaining agreements..

I. FMLA LEAVE

FMLA allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave, ("FMLA leave") for up to a total of 12 work weeks in any 12-month period because of:

- the birth of an employee's child;
- the placement of a child for adoption or foster care with an employee;
- circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- the employee's own serious health condition which make him/her unable to perform the functions of his/her job.

II. CONTRACTUAL LEAVE

Under the Leave of Absence provisions of the County's labor agreements, a leave of absence without pay will be granted for up to one (1) year to employees unable to work because of non-occupational sickness or accident.

Under both FMLA and Contractual Leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave. Health benefits shall be maintained for a maximum of six (6) months. Under the County Retirement Program, any period of leave, up to a maximum of one year, will not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

Spouses who are both employed by the County are entitled to a combined total of 12 weeks of FMLA leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after

placement, or for the care of a parent with a serious health condition. Spouses are each entitled to up to one year of leave for non-occupational sickness or accident under the labor agreement.

III. SCOPE OF POLICY

This policy applies to all FMLA leaves and Contractual leave for hourly and salaried employees, whether requested by the employee, or designated by the County.

If an employee is entitled to both FMLA leave and any other type of accrued leave (*e.g.*, vacation, personal days, sick days and contractual leave), the time periods will run concurrently and employees must use all available accrued leave while on FMLA leave.

IV. ELIGIBILITY FOR FMLA LEAVE

To be eligible for FMLA leave, an employee must have been employed by the County for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave.

V. REQUEST FOR FMLA LEAVE

An employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are expected to give at least verbal notification to the County within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the County and make a reasonable effort to schedule the leave so as not to unduly disrupt the County's operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the County receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the County reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered

leave. In such circumstance, the County may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

VI. REQUIRED MEDICAL CERTIFICATION

The County will require medical certification to support FMLA and contractual leave. The Employee Relations Department will provide each employee who may qualify for either type of leave with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Employee Relations Department within a *reasonable* time period (*normally* 15 calendar days after the employee receives the County's medical certification form). Failure of an employee to return the certification form on timely basis in cases of foreseeable leave may delay the taking of leave. Failure of an employee to return the certification form on a timely basis in other cases may delay the continuation of leave. Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The County reserves the right, however, to request subsequent and/or additional certification of FMLA and contractual leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider. The County further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- the employee requests an extension of FMLA leave;
- circumstances described by the previous certification have changed significantly;
- the County receives information that casts doubt upon the employee's stated reasons for the absence; or
- the County has reason to question the appropriateness of the leave and/or its duration.

The County may require a second medical opinion at its own expense by a health care provider designated by the County (but who is not employed on a regular basis by the County) if it doubts the validity of a medical certification. If the first and second opinions differ, the County may require the opinion of a third health care provider. The third health care provider must be approved jointly by the County and the employee, and must be paid for by the County. The opinion of the third health care provider will be final and binding on the County and the employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave and/or contractual leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave. The leave may be treated as Contractual Sickness leave under the labor agreement.

VII. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE

FMLA Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. Eligibility for intermittent or reduced schedule leave will be determined as follows:

A. Intermittent/Reduced Leave Schedule after the Birth or Placement of a Child for Adoption or Foster Care

When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave on intermittently or on a reduced leave schedule only if the County agrees. If, however, a mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition, County agreement is not required, and such leave may be taken as long as proper certification of the necessity of such leave is provided.

B. Intermittent/Reduced Leave Schedule for Serious Health Condition

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition. Examples of such leave include:

1. Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.
2. Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.

When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the County which meets the employee's needs without unduly

disrupting the employee's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave schedule basis, the County reserves the right to limit such leaves to the shortest period of time (one hour or less) that the County payroll system uses to account for absences or use or leave.

Further, where intermittent or reduced schedule leave is requested, the County may require the employee to transfer temporarily (during the period the intermittent or reduced schedule leave is required) to an available alternative position that better accommodates recurring absences or to a part-time schedule (provided that the employee is not required to take more leave than is medically necessary by virtue of such transfer). The alternative position will have equivalent pay and benefits, but will not necessarily have equivalent duties.

In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

VIII. DELAY/DENIAL OF FMLA AND LEAVE

The County may delay and/or deny FMLA leave under the following circumstances:

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the County may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;
- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the County may delay continuation of FMLA leave until the employee submits the certification;
- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

IX. EMPLOYEE HEALTH BENEFITS DURING LEAVE

Group health care coverage will continue for employees on leave as if they were still working. The maximum period of such coverage is six (6) months. After six (6) months, employees are responsible for making sure the County receives premium payments in accordance with applicable COBRA regulations. The Employee Relations Department will provide a schedule of payment amounts and due dates.

X. RETURN TO WORK REQUIREMENTS

Employees on approved FMLA leave or Contractual leave may be required to periodically report their status and intent and ability to return to work.

Where an employee has taken leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce

certification of his ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

XI. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. Contractual Sick leave may be available, however.

XIII. PENALTIES FOR FRAUD

An employee who fraudulently obtains FMLA or contractual leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the County will take all available appropriate disciplinary action against such employee due to such fraud.

XIV. ACCRUED PAID LEAVE

Any accrued paid leave time (*e.g.*, vacation, sick days, personal days) held by an employee at the time FMLA leave or contractual sick leave is taken must be used concurrently with FMLA leave or contractual leave.

ATTACHMENT 3

WORKPLACE HARASSMENT POLICY

Beaver County (the "County") respects the dignity and professionalism of each of its employees, and is committed to maintaining a work environment that is free from discrimination and unlawful harassment. In furtherance of this commitment, the County absolutely prohibits unlawful workplace harassment on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the complaint/investigatory process) or other protected status.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the statutory complaint process) or other protected status which unreasonably interferes with an individual's job performance or otherwise creates an intimidating, hostile or offensive working environment, or which results in a tangible employment action such as hiring, firing, promotion or demotion. Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material or offensive physical actions.

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitutes unlawful sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes unnecessary touching of an individual or unwelcome physical contact such as patting, pinching or brushing against another, subtle pressure or request for sexual activities, referring to or calling an individual by an endearing, demeaning or sexual term, a display in the workplace of sexually suggestive objects, pictures, cartoons or posters, graphic verbal commentaries about or leering at an individual's body, sexually degrading words used to describe an individual, sexually explicit, suggestive or offensive comments, jokes or teasing, preferential or derogatory treatment based on gender, verbal abuse of a sexual nature, physical or sexual assault, or other similar behavior.

All employees are responsible for helping to enforce the County's policy against harassment. Any individual who believes that he or she has been the victim of prohibited

harassment must immediately report such conduct to his or her supervisor so that the situation can be promptly investigated and remedied. An employee should not wait until the suspected harassment becomes severe or pervasive. An employee who is uncomfortable for any reason in bringing such matter to the attention of his or her supervisor, or who is not satisfied after bringing the matter to the attention of his or her supervisor, should report the matter to the Employee Relations Director or to the Assistant Employee Relations Director. Any supervisor who receives a complaint of harassment must immediately report the matter to one of the foregoing County officials. Any questions about this policy or suspected harassment should also be brought to any of the same persons.

The matter will be promptly, thoroughly and impartially investigated and all allegations of harassment will be kept confidential to the extent possible. The alleged harasser will not have any direct or indirect control over the investigation. Employees should be aware that the County may, under certain circumstances, use an outside source to assist in the investigation of such complaints. In any event, an investigation will include, at a minimum, interviews of the employee who complained of harassment, the alleged harasser(s), and others who could reasonably be expected to have relevant information. If the County determines that harassment occurred, it will take immediate measures to stop the harassment and ensure that it does not recur. The Union will be informed in timely fashion of accusations made against Union members.

The County absolutely will not tolerate unlawful workplace harassment. The County also will not tolerate retaliation against anyone who files a bona fide complaint of harassment or who participates in an investigation. Any employee who is determined to have violated this policy, whether hourly or salary, will be subject to disciplinary action, up to and including discharge.

Any discipline imposed on a bargaining unit employee is subject to review in accordance with the grievance and arbitration provisions of the applicable collective bargaining agreement. In all other aspects, the Union shall have no obligation for enforcement of this Workplace Harassment Policy, and shall have no authority over the County's implementation and application of the Policy.